



Contract #

19152

Sent to
Shauma
2/2/05.

STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:
Department of Transportation Agency Code: 810 Central Materials Lab, Division referred to as (STATE), and the following CONTRACTOR:

Accurate Test Systems, Inc.

Name

7533 Oakland Ave. S

Address

Richfield

City

MN

State

55423

Zip

LEGAL STATUS CONTRACTOR

☐ Sole Proprietor☐ Non-Profit Corporation☒ For-Profit Corporation☐ Partnership☐ Government AgencyContact Person **James O. Adams** Phone **(612) 798-5638**Email **2kiwil@msn.com**Federal Tax ID# **753074841**Vendor # **100009A**Commodity Code # **54511000000**

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:

This is a contract to provide the State with Gytratory Compactor Maintenance and Calibration Services for Regions Statewide listed on attachment B.

3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on RX #: **810 56000000071**, FY05, Bid# **BV5044**.
4. **CONTRACT PERIOD:** Effective date **20 January 2005** Termination date **20 January 2008** unless terminated early or extended in accordance with the terms and conditions of this contract. **2 (1) year renewal options.**
5. **CONTRACT COSTS:** This is a requirements contract. The CONTRACTOR will be paid per the prices as detailed in Attachment C. Pricing of the contract
6. **ATTACHMENT A:** Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work & Exhibit A.
ATTACHMENT C: Pricing
ATTACHMENT D: Special Terms and Conditions
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #BVSS05105 dated 12/03/04.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Carol Adams
Contractor's signature

Date

01-07-05

STATE

Kelvin G. Thacker
Kelvin G. Thacker, Procurement Services Manager

Date

1 Feb 05

Carol Adams
Type or Print Name and Title

V.P.

D. P. H. Hino
Director, Division of Purchasing

Date

MAR 03 2005

ENT'D MAR 11 2005

**CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE**
Director, Division of Finance

Date

MAR - 4 2005

LaDonna Haslem
Agency Contact Person

(801) 965-4068
Telephone Number

(801) 965-4073
Fax Number

lhaslem@utah.gov
Email Address

(Revision 08/26/2003)

JUL 27 2005

STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees third party, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given thirty (30) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the

contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution, and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

Attachment B: Scope of Work

UDOT Gyratory Compactor Maintenance and Calibration

This contract is to provide maintenance/Calibration on an as needed and/or emergency basis.

A National Institute for Standards and Technology (NIST) traceable calibration shall be performed on the Internal angle, pressure, height, and rotation speed, to provide proper documentation to meet AASHTO Materials Reference Laboratory (AMRL) standards and requirements.

The item(s) listed on Exhibit A are to be checked, verified and or repaired. All worn or broken parts shall be replaced at each service visit. A written report is required to be provided to the laboratory site for each region where the work is done.

All Billing for services and or parts will be through the Central Materials Contact Steve Niederhauser or other designated persons.

UDOT Has Three distinct models of Gyratory Compactors that will be serviced under the terms of this contract and they are as follows:

1. Test Quip Brovold Gyratory Compactor Model BGC-1
2. Pine Brovold Gyratory Compactor Model AFGC125X
3. Pine Gyratory Compactor Model AFGC125X

Response Time

1. The vendor shall respond within 48-72 hours after receipt of notification. Repair and calibration work must be done during normal lab hours 7am To 4:30 pm. Mountain Standard Time Zone.

Safety

1. Gyratory Compactors shall be cleaned and lubricated.
2. Power cord integrity, effective electrical ground and secure AC power connections, correctly fused and wired.
3. Emergency Stop function checked and inspected.
4. Lab AC Power outlet checked.
5. Gyro handles have correct soft knobs.
6. Burrs and sharp edges removed from gyro interior and exterior.
7. Mold pins, Mold tongs, and magnet condition, inspected repaired or replaced.
8. Hydraulic system pressure relief valve operation checked.

9. Hydraulic hoses, fittings and system components integrity, inspected and or repaired if needed.

Electrical System

1. Verify L 1 to com, L 1 to ground (VAC).
2. Main switch, fuses and E-Stop inspected for wires clamped down on insulation.
3. Tighten “ALL” screw electrical connections.
4. Verify 24 (VDC) output.
5. Verify Baldor drive board output settings.
6. Check Baldor DC motor brushes for wear or replacement.
7. Replace Exor uniop screen battery.
8. Verify all transducer analog outputs and magnetic pick – off counter sensitivity.
9. Inspect all electrical components and insure they secure.
10. Inspect the motor starter overload setting, to determine it is correct.
11. Electrical enclosures cleaned of foreign materials and vacuumed out.

Hydraulic System

1. Any and all leaks are to be repaired. (Aurora cylinders)
2. Inspect and determine the following: shafts straight, stroke correctly adjusted , shafts free from abrasion or damage, seals are dry, counter bores are clean to exposed brass bottom(Main Actuator); dry shaft seal, bearing retainer tight, anti – rotate tight, top end cap tight, travel function low, bearing clearances and steel running surfaces condition evaluated.
3. **Pump** shaft seal, isolation mounts, fluid level, fluid contamination (particularly water) , fluid aeration, operation, change fluid if required, (filter fluid, regardless) 3 micron 30 turns-cycle main actuator at least 5 times during filtering.
4. Inspect to insure that the manifold o-rings and valve rings are dry.
5. Proportional valve manual adjustment.
6. Check to insure that all fittings and hoses are secure.
7. Pump motor operation - Check pressure performance – Tune high country Tech closed loop controller when required.

Mechanical systems and Components – (Mold latch levers)

1. Check the condition of the pins, lubricate, insure the travel distance is correct, and not binding, cotter pins are secure, check the levers condition, and replace(**as a set**) if wear or damage is viewed(particularly from the under side), correct side link orientation, make certain the anchor blocks secure, and all cavities are cleaned.
2. **Spherical Seat**,- Cleaned, secure, surface damage removed, wear evaluated, lubricated.
3. **Pressure Plate** - Cleaned, secure, damage honed and removed, evaluate wear and or replace, insure that the orientation is correct.

4. **Angle Adjustment Ring** -Cleaned, wear evaluated, replace if needed, lubricate behind fasteners, secure, insure that the adjustment range is correct, level, adjustment nuts preload and lubricate.
5. **Head Latches** - Cleaned, damage assessment, insure alignment is correct, determine that the components are secure, lubricate, check to see that the adjustment is correct.
6. **Head Lift Screw** – Clean, insure straight alignment, make sure components are secure, lubricated, make sure proper washers are present.
7. **Lift Handle**, - Correctly timed, and resistance adjusted.
8. **Lift Nut** - Cleaned and lubricated.
Retainer Tube - Secure , cleaned, and damaged components will be removed or replaced.
9. **Gyro Head** – Cleaned and wear evaluated. counter bore spring pack compression tuned, angle cam cleaned , checked and lubricated.
10. **Cam Follower** - Hone button head if cam wear is present
11. **Head Ratchet**, - Timing adjusted, bearings and seals checked,
12. **Press Fits** - Checked.bearings lubricated, bearing cover wear honed flat.
13. **Total Head** run out checked and head bearing play checked.
14. **Baldor Motor** - Reduction gear box shafts, and the seals are dry and bearings are good, operation checked.

EXHIBIT A:

GYRATORY COMPACTOR MAINTENANCE CHECK LIST AND REPORT SHEET FOR GYRATORY SERVICE

Gyratory Type _____
Gyratory Sn _____

Gyratory Service Location _____
Contractor Service Tech _____
Local Sign Off _____
UDOT Review:by Steve Niederhauser _____

The following items are to be checked and verified:

1. The Gyratory compactors shall be systematically inspected to insure all wearable parts both electrical and mechanical are in proper working order.
 - A. Actions:
 - B. Recommendations:
 - C. Observations:
2. Gyratory compactors shall be cleaned and lubricated. This includes all hydraulic pumps and reservoirs, gearboxes, motors or transmissions and chain drive system as appropriate.
 - A. Actions:
 - B. Recommendations:
 - C. Observations:
3. The hydraulic fluid shall be filtered (while still in the machine) through a three micron absolute rated filter for no less than 30 turns or cycles to clean the hydraulic fluid.
 - A. Actions:
 - B. Recommendations:
 - C. Observations:
4. Replace the dirty filter with a new one meeting the manufacturers recommendations.
 - A. Actions:
 - B. Recommendations:
 - C. Observations:
5. The roller clearances and zero stop positions shall be checked and verified appropriate. Check and verify the head angle spring to insure the proper tension/compression.
 - A. Actions:
 - B. Recommendations:

- C. Observations:
6. The electrical components and connections shall be checked for tightness to insure proper voltage levels are maintained to reduce the possibilities of short circuits.
- A. Actions:
- B. Recommendations:
- C. Observations:
7. All critical voltage levels shall be checked and adjusted to proper operations parameters, as to the manufacturers recommendations, to insure serviceability of the compactors.
- A. Actions:
- B. Recommendations:
- C. Observations:
8. All safety devices and interlocks shall be tested for proper operation as to the manufacturers recommendations.
- A. Actions:
- B. Recommendations:
- C. Observations:
9. A National Institute for Standards and Technology (NIST) traceable calibration shall be performed on the angle, pressure, height and rotational speed, to provide proper documentation to meet the AASHTO Materials Reference Laboratory, (AMRL) standards and requirements.
- A. Actions:
- B. Recommendations:
- C. Observations:
10. Verifications equipment (load cells, angle measuring devices, stopwatches and height blocks) shall be verified to accuracy against NIST traceable standards.
- A. Actions:
- B. Recommendations:
- C. Observations:

11. The gyratory compactor's software shall be updated to the latest version. The angle transducer assembly shall be updated to the latest mechanical version.
 - A. Actions:
 - B. Recommendations:
 - C. Observations:
12. The gyratory compactor angle shall be set to 1.25 degrees external angle while running hot-mix asphalt, and tested for accuracy.
 - A. Actions:
 - B. Recommendations:
 - C. Observations:
13. The gyratory mold hold down levers shall be checked and operating clearance adjusted to meet the manufactures recommendations and specification tolerances.
 - A. Actions:
 - B. Recommendations:
 - C. Observations:
14. The counter-bores on the gyratory apparatus under the clevis shall be cleaned, and the clevis(s) and pins replaced if worn or broken.
 - A. Actions:
 - B. Recommendations:
 - C. Observations:
15. The mold diameters shall be checked throughout the inner surface of the molds with appropriate bore gauge accurate to within 0.01 mm resolution to insure the molds meet the specification dimension requirements.
 - A. Actions:
 - B. Recommendations:
 - C. Observations:

**ATTACHMENT C
PRICING**

I: Service Pricing:

Region 1

169 N. Wall Avenue
Ogden, UT 84412

A. (3) Test Quip Brovolds	Price per each unit \$ 544.00	Price per visit \$ included in unit price
B. (2) Large Pines	Price per each unit \$ 544.00	Price per visit \$ included in unit price

Region 2

2010 S. 2760 W.
Salt Lake City, UT 84104

A. (6) Pine Brovolds	Price per each unit \$ 544.00	Price per visit \$ included in unit price
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Region 3

658 N. 1500 W.
Orem, UT 84057

A. (2) Test Quip Brovolds	Price per each unit \$ 544.00	Price per visit \$ included in unit price
B. (2) Pine Brovolds	Price per each unit \$ 544.00	Price per visit \$ included in unit price

Region 4

1345 S. 350 W.
Richfield, UT 84701

A. (4) Test Quip Brovolds	Price per each unit \$ 544.00	Price per visit \$ included in unit price
B. (3) Pine Brovolds	Price per each unit \$ 544.00	Price per visit \$ included in unit price

II. Repair Work Pricing:

A.	Price per Hour \$ 90.00	Price per visit \$ 1,489.00
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III. Parts Pricing:

A.	Discount off of List price % 5.0
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ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

CONTRACT This is a requirements contract to provide the State for Gyrotory Compactor Maintenance and Calibration Services for a period of three (3) years with two (2) one year renewal options.

QUANTITY OR AMOUNT ESTIMATES STATE does not guarantee to purchase any amount under this contract. Estimated amounts are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

PRICING The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for one (1) year.

ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR ONE YEAR, AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY SUCH REQUEST MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON ANY PRICING IN THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

WAGES The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.

NOTICE The Contractor shall be on the road within 2 hours of notifications by UDOT. The contractor shall be available for this response 24 hours per day, 7 days per week.

INSURANCE The contractor shall maintain, during the life of this contract, complete Owner's Protective Liability Insurance in the following minimum amounts:
Bodily Injury - \$1,000,000 per Person/ \$1,000,000 per Occurrence
Property Damage - \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

BASIS OF PAYMENT The number of hours of operations for bid item of equipment will be paid for at the unit price bid, which price and payment shall be full compensation for all labor, tools, equipment and incidentals including providing and maintaining the various items of equipment, furnishing competent operators, and furnishing gas, oil and all incidentals necessary to keep the equipment operating satisfactorily for the work.

INVOICING

THE CONTRACT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE.

The State reserves the right to adjust incorrect invoices.

The Contractor shall submit invoices to:

Utah Department of Transportation
Attn: Steven Niederhauser
Box 145790
4501 S. 2700 W.
Salt Lake City, UT 84119

The State will remit payment by mail.

NON-ASSIGNMENT

The Contractor shall not sublet, assign or transfer any part of the contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

NON-COMPETE CLAUSE

The CONTRACTOR represents its officers and employees are free to contract with STATE and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. CONTRACTOR must disclose to the STATE any possible conflicts, in writing, before the contract is signed, and the STATE will evaluate whether to continue with contract execution. STATE may elect to terminate a contract immediately with a CONTRACTOR who is subsequently determined to be subject to such restrictions without liability to the STATE. If the STATE elects to terminate a contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 30 day prior notice to the CONTRACTOR.

NOTIFICATION

All notices or correspondence given pursuant to this contract shall be sent to:

CONTRACTOR

Accurate Test Systems, Inc
James O. Adams
7533 Oakland Ave. S
Richfield MN 55423
612.798.5638 voice
2kiwi1@msn.com e-mail

STATE

Utah Department of Transportation,
LaDonna Haslem, Procurement
Box 148260
4501 S. 2700 W.
Salt Lake City UT 84119
801.965.4068 voice
lhaslem@utah.gov e-mail
801.965.4073 Fax

Technical questions can be directed to:

CONTRACTOR

Accurate Test Systems, Inc
James O. Adams
7533 Oakland Ave. S
Richfield MN 55423
612.798.5638 voice
2kiwi1@msn.com e-mail

STATE

Utah Department of Transportation
Steven Niederhauser, Materials Lab
Box 145790
4501 S. 2700 W.
Salt Lake City, UT 84119
801.965.4293 voice
sniederhauser@utah.gov e-mail
801.965.3843 Fax

NON-PERFORMANCE

If, at any time, the individuals proposed fail to demonstrate the required expertise (as represented in the CONTRACTOR's proposal) or fail to meet acceptable standards of performance, the STATE reserves the right to require the CONTRACTOR to replace this individual with a competent individual. This replacement must be approved by the STATE Project Manager. If the CONTRACTOR fails to accomplish project objectives or meet schedule commitments established in meetings with the STATE Project Manager, this contract may be canceled immediately. Waiver of any individual requirements shall not be deemed as a waiver of any other contract provisions. Lack of demand shall not be deemed of a requirement waiver. If the STATE elects to

terminate the contract for non-performance, the STATE will supersede paragraph # 12 in Attachment A -Standard Terms and Conditions, and will not provide 30 day prior notice to the CONTRACTOR.

TERMINATION FOR OTHER THAN NON-PERFORMANCE. If the STATE terminates for reasons other than non-performance, the CONTRACTOR is relieved of any performance responsibilities on the project, and the withheld performance guarantee amount will be released by the STATE. The estimated completion of projects may overlap in new fiscal years. (STATE fiscal year is from July 1, to June 30). If funding is not allocated for individual projects which overlap into the new fiscal year, the project will be automatically terminated on June 30th without written notice to CONTRACTOR.